

Asheville's Urban Agriculture Lease Program: Rules and Procedures

The following rules and procedures of Asheville's Urban Agriculture Lease Program are meant to ensure safe and responsible operation of city-owned properties for urban agriculture and community gardens. Upon signing a Lease with the City of Asheville, Lessees also agree to accept the following rules and procedures:

- A. Water Service:** The City of Asheville provides water service. A water meter is currently available, or may be available to be installed on the property. Any necessary water installations will be at cost to the Lessee (*charges for installation of a waterline are estimated to be around \$4,000*). The selected grower for a leased property will be expected to set up an account with the City of Asheville and pay for water usage. You will be charged for an irrigation rate; irrigation rates exclude sewer charges.
- B. Drainage (Runoff):** Water drainage (from rainfall or irrigation) must remain on site. The Lessee shall minimize runoff by use of best management practices. Changes in topography created by the removal or addition of soil must maintain all water on site.
- C. Erosion control:** Lessee must control soil erosion as completely as possible. Lessee shall comply with the applicable sections of the Stormwater, Soil Erosion and Sedimentation Control, Illicit Discharge and Connection [Ordinance](#) of Chapter 7 of the Unified Development Ordinance of the Code of Ordinance of the City of Asheville. Lessee shall establish an appropriate ground cover and install soil erosion control measures on the leased area when the premises are not in production, satisfactory to the Lessor. Stockpiling of any and all loose soils shall be placed at the furthest point from the river and/or wetland and Lessee shall install soil erosion control measures around said stockpile(s).
- D. Hours of Operation:** The properties may be accessed from dawn to dusk.
- E. Use of Mechanical Equipment:** No mechanical equipment may be operated outside of the hours of 8AM-8PM daily. Activities must comply with all existing City [noise ordinances](#).
- F. Vehicular Access:** Throughout the entire term of the lease (including development phases), the potential impacts on the surrounding neighborhood must be considered. The project must be designed and operated with satisfactory consideration to traffic flow, parking, and pedestrian safety.
- G. Noise:** Activities must comply with the [noise ordinance](#) provisions of the City of Asheville and any amendments thereto.
- H. Odor:** The Lessee should make all reasonable attempts to control odor on the premises, including best practices for composting and reuse of garden materials.
- I. Sheds:** Permanent tool storage sheds may be appropriate for certain sites, but any proposed buildings will require prior written approval from the City of Asheville.
- J. Season-Extending Structures:** The design and location of large, permanent season extending structures (greenhouses, hoopouses, coldframes) are subject to approval by City of Asheville staff.
- K. Fences:** The Lessee may erect fences on the Leased Property pursuant to the City of Asheville code [§7-10-3](#). Plans for fences should be approved by City staff.
- L. Maintenance:** Lessee shall also keep the Leased Property mowed and trimmed as to all leased areas not under cultivation. The property must be maintained in an aesthetically appealing and safe manner – free of graffiti and debris along the sidewalks and right-of-way.

- M. Fires/cooking:** Lessees (or guests) may not start or maintain a campfire, or burn weeds or crop residues on the site. Limited use of a barbecue grill is permitted for special events, with prior written permission from the City's Office for Special Events and Fire Department.
- N. Smoking:** Smoking is prohibited on City sites per City [ordinance](#). E-cigarettes are also prohibited from use on City property.
- O. Personal Property:** The Lessee shall be responsible for any gardening or farming tools or implements on the Leased Property and shall secure and store any personal property left on the Leased Property. Lessee agrees the City is not responsible for lost, stolen, or damaged garden-related materials, tools, or implements of any nature and agrees to hold the City harmless from said loss or damage.
- P. Urban Agriculture Lessee/Users:** Lessee(s) should be made aware that they are not considered to be employees or volunteers of the City and that the City has no responsibility to them in the activities that they choose to undertake.
- Q. Pets:** Pets on the site must be on a leash per the City [leash ordinance](#).
- R. Chickens and Ducks (Fowl):** Asheville City Code ([Article IV](#)) allows for the raising of fowl for egg or meat production. The maximum total number of permitted fowl allowed to be owned or kept on an individual lot is one animal per 500 square feet of lot size, rounded down, but in no event will the total number of permitted fowl on any lot exceed 20.
- S. Accessibility:** If City sites are to be used for any type of public education, then they must be accessible to people with all ability levels and meet the design requirements of the Americans with Disabilities Act (ADA). Although there are no formal ADA design guidelines for urban agriculture, best practices include: Establishing an accessible entrance, creating routes of sufficient width so that wheelchair users can navigate between garden components, building raised beds (at least 2 ft. high and 30 in. wide) for disabled access in at least some portion of the property.
- T. Use of Pesticides and Agricultural Chemicals:** The Lessee shall make the best efforts to obtain organic certification under the [USDA National Organic Program](#). In the event that certification is not awarded, Lessee must continue to operate, to the best of his ability, in accordance with the principles and restrictions of the [USDA National Organic Program](#).

VIOLATION OF ANY OF THE ABOVE RULES MAY BE CAUSE FOR TERMINATION.

All City of Asheville codes apply. To view all relevant City codes, and ordinances:
https://www.municode.com/library/nc/asheville/codes/code_of_ordinances

By signing the below, Urban Agriculture Lease Applicant acknowledges that they have reviewed the above rules and procedures for large agriculture lease use and agree to comply with these rules if selected to participate in the Urban Agriculture Lease Program.

**Applicant
Name:**

Email:

Address:

Phone:

Signature:

Date:
